

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

CommScope, Inc.; CommScope, Inc.
of North Carolina; and CommScope
Technologies LLC,

Plaintiffs,

V.

Rosenberger Technology (Kunshan) Co. Ltd., Rosenberger Asia Pacific Electronic Co., Ltd., Rosenberger Technology LLC, Rosenberger USA Corp., Rosenberger North America Pennsauken, Inc., Rosenberger Site Solutions, LLC, Rosenberger Hochfrequenztechnik GmbH & Co. KG, Northwest Instrument, Inc., CellMax Technologies AB, Janet Javier, and Robert Cameron,

Defendants.

Civil Action No. 19-cv-15962-
JXN-LDW

ANSWER TO PLAINTIFFS' SECOND AMENDED COMPLAINT

Defendant Rosenberger Site Solutions, LLC (“Rosenberger Site Solutions”),
by and through its undersigned attorneys, hereby answers Plaintiffs’ Second
Amended Complaint (the “Second Amended Complaint”) as follows:

1. Rosenberg Site Solutions denies the allegations set forth in Paragraph

1.

2. Rosenberg Site Solutions denies the allegations set forth in the first and third sentences of Paragraph 2, except admits that certain Rosenberg entities develop, manufacture, and/or sell telecommunications equipment, including BSAs. Rosenberg Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the second sentence of Paragraph 2, and, on that basis, denies the allegations.

3. Rosenberg Site Solutions denies the allegations set forth in Paragraph 3.

4. Rosenberg Site Solutions denies the allegations set forth in Paragraph 4.

5. Rosenberg Site Solutions denies the allegations set forth in Paragraph 5.

6. Rosenberg Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the second sentence in Paragraph 6, and, on that basis, denies the allegations. Rosenberg Site Solutions denies the allegations set forth in the remainder of Paragraph 6.

7. Rosenberg Site Solutions denies the allegations set forth in Paragraph 7.

8. Rosenberg Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the first sentence of

Paragraph 8 with respect to CommScope's intentions, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 8.

9. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9, and, on that basis, denies the allegations.

10. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10, and, on that basis, denies the allegations.

11. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11, and, on that basis, denies the allegations.

12. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12, and, on that basis, denies the allegations.

13. Rosenberger Site Solutions denies the allegations set forth in Paragraph 13, except admits that certain policies are effective at various entities, and respectfully refers the Court to the entirety of the referenced documents for their complete and accurate contents.

14. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 14, and, on that basis, denies the allegations.

15. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15, and, on that basis, denies the allegations.

16. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16, and, on that basis, denies the allegations.

17. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17, and, on that basis, denies the allegations.

18. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 18, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the entirety of the referenced documents for their complete and accurate contents.

19. Rosenberger Site Solutions admits the allegations set forth in the first sentence of Paragraph 19. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 19.

20. Rosenberg Site Solutions admits that it is a private, nonpublic entity and that Rosenberg Germany is its ultimate parent. Rosenberg Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the remainder of Paragraph 20, and, on that basis, denies the allegations.

21. Rosenberg Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 21, and, on that basis, denies the allegations. Rosenberg Site Solutions respectfully refers the Court to the entirety of the referenced documents for their complete and accurate contents.

22. Rosenberg Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the first, second, and third sentences of Paragraph 22, and, on that basis, denies the allegations. Rosenberg Site Solutions denies the allegations set forth in the fourth sentence of Paragraph 22.

23. Rosenberg Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 23, and, on that basis, denies the allegations.

24. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 24, and, on that basis, denies the allegations.

25. Paragraph 25 states legal conclusions to which no response is required.

26. Paragraph 26 states legal conclusions to which no response is required.

27. Paragraph 27 states legal conclusions to which no response is required.

To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in the second sentence of Paragraph 27. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the remainder of Paragraph 27, and, on that basis, denies the allegations.

28. Paragraph 28 states legal conclusions to which no response is required.

To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 28, and, on that basis, denies the allegations.

29. Paragraph 29 states legal conclusions to which no response is required.

To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 29, and, on that basis, denies the allegations.

30. Paragraph 30 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 30.

31. Paragraph 31 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions admits that Rosenberger Site Solutions is registered to do business in New Jersey and otherwise denies the allegations set forth in Paragraph 31.

32. Paragraph 32 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 32. Rosenberger Site Solutions respectfully refers the Court to the entirety of the referenced documents for their complete and accurate contents.

33. Paragraph 33 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 33, and, on that basis, denies the allegations.

34. Paragraph 34 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 34, and, on that basis, denies the allegations.

35. Paragraph 35 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 35, and, on that basis, denies the allegations.

36. Paragraph 36 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 36, and, on that basis, denies the allegations.

37. Paragraph 37 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 37, and, on that basis, denies the allegations.

38. Rosenberger Site Solutions denies the allegations set forth in Paragraph 38.

39. Rosenberger Site Solutions denies the allegations set forth in Paragraph 39, except admits that BSAs can sometimes be complicated and valuable equipment and are sometimes attached to cellular towers or on rooftops.

40. Rosenberger Site Solutions denies the allegations set forth in Paragraph 40, except admits that BSAs sometimes use radio frequencies to exchange signals

with mobile devices like cell phones and can receive and transmit radio signals at great distance with minimal interference.

41. Rosenberger Site Solutions denies that AAAP and PSOAA are “trade secret software programs” and otherwise lacks knowledge or information sufficient to state a belief as to the truth of the allegations set forth in Paragraph 41, and, on that basis, denies the allegations.

42. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 42, and, on that basis, denies the allegations.

43. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 43, and, on that basis, denies the allegations.

44. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 44, and, on that basis, denies the allegations.

45. Rosenberger Site Solutions denies that the referenced software programs are “trade secret software programs” and otherwise lacks knowledge or information sufficient to state a belief as to the truth of the allegations set forth in Paragraph 45, and, on that basis, denies the allegations.

46. Rosenberger Site Solutions denies that Andrew Antenna Format is a “trade secret format” and that the other referenced software tools are trade secrets. Rosenberger Site Solutions otherwise lacks knowledge or information sufficient to state a belief as to the truth of the allegations set forth in Paragraph 46, and, on that basis, denies the allegations.

47. Rosenberger Site Solutions denies that the referenced design, methods, and software programs are trade secrets, and otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the remainder of Paragraph 47, and, on that basis, denies the allegations.

48. Rosenberger Site Solutions denies the allegations set forth in Paragraph 48.

49. Rosenberger Site Solutions denies the allegations set forth in Paragraph 49.

50. Rosenberger Site Solutions denies the allegations set forth in the last sentence of Paragraph 50 and denies that the referenced software programs are trade secrets. Rosenberger Site Solutions otherwise lacks knowledge or information sufficient to state a belief as to the truth of the allegations set forth in the remainder of Paragraph 50, and, on that basis, denies the allegations.

51. Rosenberger Site Solutions denies the allegations set forth in Paragraph 51.

52. Rosenberger Site Solutions denies the allegations set forth in Paragraph 52.

53. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the last sentence of Paragraph 53, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 53.

54. Rosenberger Site Solutions denies the allegations set forth in Paragraph 54.

55. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 55, and, on that basis, denies the allegations.

56. Rosenberger Site Solutions denies the allegations set forth in Paragraph 56.

57. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the second, third, and fourth sentences of Paragraph 57, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 57. Rosenberger Site Solutions respectfully refers the Court to the referenced documents for their complete and accurate contents.

58. Rosenberger Site Solutions denies the allegations set forth in Paragraph 58.

59. Rosenberger Site Solutions denies the allegations set forth in Paragraph 59.

60. Rosenberger Site Solutions denies the allegations set forth in Paragraph 60.

61. Rosenberger Site Solutions denies the allegations set forth in Paragraph 61.

62. Rosenberger Site Solutions denies the allegations set forth in Paragraph 62.

63. Rosenberger Site Solutions denies the allegations set forth in Paragraph 63.

64. Rosenberger Site Solutions denies the allegations set forth in Paragraph 64.

65. Rosenberger Site Solutions denies the allegations set forth in Paragraph 65.

66. Rosenberger Site Solutions denies the allegations set forth in Paragraph 66, except admits that CommScope makes Antenna Pattern Viewer publicly available.

67. Rosenberg Site Solutions denies that AAF is a “trade secret.” Rosenberg Site Solutions admits that certain employees may have unknowingly received Andrew Antenna Format files, but otherwise denies the allegations set forth in Paragraph 67. Rosenberg Site Solutions avers that CommScope has failed to take reasonable measures to protect the confidentiality of the AAF file format and has distributed such files to third parties.

68. Rosenberg Site Solutions denies the allegations set forth in Paragraph 68.

69. Rosenberg Site Solutions denies the allegations set forth in Paragraph 69.

70. Rosenberg Site Solutions denies the allegations set forth in Paragraph 70.

71. Rosenberg Site Solutions denies the allegations set forth in Paragraph 71.

72. Rosenberg Site Solutions denies the allegations set forth in Paragraph 72.

73. Rosenberg Site Solutions denies the allegations set forth in Paragraph 73.

74. Rosenberg Site Solutions denies that AAF is a “trade secret.” Rosenberg Site Solutions admits that certain employees may have unknowingly

received Andrew Antenna Format files, but otherwise denies the allegations set forth in Paragraph 74. Rosenberger Site Solutions avers that CommScope has failed to take reasonable measures to protect the confidentiality of the AAF file format and has distributed such files to third parties.

75. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the third and fourth sentence of Paragraph 75, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 75.

76. Rosenberger Site Solutions denies the allegations set forth in Paragraph 76.

77. Rosenberger Site Solutions denies the allegations set forth in Paragraph 77.

78. Rosenberger Site Solutions denies the allegations set forth in Paragraph 78, except admits that Jerry Michels is its employee, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

79. Rosenberger Site Solutions denies the allegations set forth in Paragraph 79, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

80. Rosenberger Site Solutions denies the allegations set forth in Paragraph 80, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

81. Rosenberger Site Solutions denies the allegations set forth in Paragraph 81, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

82. Rosenberger Site Solutions denies the allegations set forth in Paragraph 82, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

83. Rosenberger Site Solutions denies the allegations set forth in Paragraph 83, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

84. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 84 concerning the contents of CommScope's source code, and, on that basis, denies the allegations. Rosenberger Site Solutions otherwise denies the allegations set forth in the remainder of Paragraph 84.

85. Rosenberger Site Solutions denies the allegations set forth in Paragraph 85.

86. Rosenberg Site Solutions denies the allegations set forth in Paragraph 86, and respectfully refers the Court to the referenced presentation for its complete and accurate contents.

87. Rosenberg Site Solutions denies the allegations set forth in Paragraph 87, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

88. Rosenberg Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 88 concerning CommScope's source code, and, on that basis, denies the allegations. Rosenberg Site Solutions otherwise denies the allegations set forth in Paragraph 88, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

89. Rosenberg Site Solutions denies the allegations set forth in Paragraph 89, except admits that wireless service providers sometimes conduct field trials of antennas.

90. Rosenberg Site Solutions denies the allegations set forth in Paragraph 90.

91. Rosenberg Site Solutions denies the allegations set forth in Paragraph 91, except admits that certain Rosenberg entities obtained AT&T's approval to sell

certain BSAs to AT&T. Rosenberger Site Solutions respectfully refers the Court to the entirety of the referenced presentations for their complete and accurate contents.

92. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92 concerning AT&T's "typical[]" practices, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 92.

93. Rosenberger Site Solutions denies the allegations set forth in Paragraph 93, and respectfully refers the Court to the entirety of the referenced documents for their complete and accurate contents.

94. Rosenberger Site Solutions denies the allegations set forth in Paragraph 94, and respectfully refers the Court to the entirety of the referenced presentation for its complete and accurate contents.

95. Rosenberger Site Solutions denies the allegations set forth in Paragraph 95, and respectfully refers the Court to the entirety of the referenced presentations for their complete and accurate contents.

96. Rosenberger Site Solutions denies the allegations set forth in Paragraph 96, and respectfully refers the Court to the entirety of the referenced presentations for their complete and accurate contents.

97. Rosenberger Site Solutions denies the allegations set forth in Paragraph 97, except admits that Jerry Michels is its employee. Rosenberger Site Solutions

respectfully refers the Court to the entirety of the referenced document for its complete and accurate contents.

98. Rosenberg Site Solutions denies the allegations set forth in Paragraph 98.

99. Rosenberg Site Solutions denies the allegations set forth in Paragraph 99.

100. Rosenberg Site Solutions denies the allegations set forth in Paragraph 100.

101. Rosenberg Site Solutions denies the allegations set forth in the first sentence of Paragraph 101 concerning “misappropriation of the Simulation Software,” the fourth sentence describing PSOAA as “a CommScope proprietary program that only CommScope’s employees can access,” and the allegations in the last sentence of Paragraph 101. Rosenberg Site Solutions otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the remainder of Paragraph 101, and, on that basis, denies the allegations.

102. Rosenberg Site Solutions lacks knowledge or information sufficient to state a belief as to the truth of the allegations set forth in Paragraph 102 concerning the Rosenberg New Jersey Offices, and, on that basis, denies the allegations. Rosenberg Site Solutions denies the allegations set forth in the remainder of Paragraph 102.

103. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 103, and, on that basis, denies the allegations.

104. Rosenberger Site Solutions denies the allegations set forth in Paragraph 104.

105. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the first two sentences of Paragraph 105, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 105.

106. Rosenberger Site Solutions denies the allegations set forth in Paragraph 106.

107. Rosenberger Site Solutions denies the allegations set forth in Paragraph 107.

108. Paragraph 108 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 108.

109. Paragraph 109 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 109.

110. Rosenberger Site Solutions denies the allegations set forth in Paragraph 110.

111. Rosenberger Site Solutions denies the allegations set forth in Paragraph 111.

112. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 112, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced website for its complete and accurate contents.

113. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 113, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced website for its complete and accurate contents.

114. Rosenberger Site Solutions denies the allegations set forth in Paragraph 114. Rosenberger Site Solutions respectfully refers the Court to the referenced document for its complete and accurate contents.

115. Rosenberger Site Solutions denies the allegations set forth in Paragraph 115, and respectfully refers the Court to the referenced document for its complete and accurate contents.

116. Rosenberger Site Solutions denies the allegations set forth in Paragraph 116, and respectfully refers the Court to the referenced document for its complete and accurate contents.

117. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 117, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced agreement for its complete and accurate contents.

118. Rosenberger Site Solutions denies the allegations set forth in Paragraph 118, and respectfully refers the Court to the referenced documents for their complete and accurate contents.

119. Rosenberger Site Solutions denies the allegations set forth in Paragraph 119.

120. Rosenberger Site Solutions denies the allegations set forth in Paragraph 120, and respectfully refers the Court to the referenced documents for their complete and accurate contents.

121. Rosenberger Site Solutions denies the allegations set forth in paragraph 121.

122. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 122, and, on that basis, denies the allegations.

123. Paragraph 123 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 123, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced agreement for its complete and accurate contents.

124. Paragraph 124 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 124, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced agreement for its complete and accurate contents.

125. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 125, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the entirety of the referenced agreement for its complete and accurate contents.

126. Paragraph 126 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or

information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 126, and, on that basis, denies the allegations.

127. Paragraph 127 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 127, and, on that basis, denies the allegations.

128. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 128, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the entirety of the referenced agreement for its complete and accurate contents.

129. Paragraph 129 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 129, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the entirety of the referenced agreement for its complete and accurate contents.

130. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 130, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the

Court to the entirety of the referenced agreement for its complete and accurate contents.

131. Paragraph 131 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 131, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced agreement for its complete and accurate contents.

132. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 132, and, on that basis, denies the allegations.

133. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 133, and, on that basis, denies the allegations.

134. Paragraph 134 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 134, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced statement for its complete and accurate contents.

135. Paragraph 135 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 135, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced agreement for its complete and accurate contents.

136. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 136, and, on that basis, denies the allegations.

137. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 137, and, on that basis, denies the allegations.

138. Paragraph 138 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 138, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced agreement for its complete and accurate contents.

139. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 139, and, on that basis, denies the allegations.

140. Paragraph 140 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 140, and, on that basis, denies the allegations.

141. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 141, and, on that basis, denies the allegations.

142. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the fourth sentence in Paragraph 142, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 142. Rosenberger Site Solutions respectfully refers the Court to the referenced documents for their complete and accurate contents.

143. Rosenberger Site Solutions denies the allegations set forth in the last sentence of Paragraph 143. Rosenberger Site Solutions otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the remainder of Paragraph 143, and, on that basis, denies the allegations.

144. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 144, and, on that basis, denies the allegations.

145. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 145, and, on that basis, denies the allegations.

146. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 146, and, on that basis, denies the allegations.

147. Rosenberger Site Solutions denies the allegations set forth in the first sentence of Paragraph 147, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the remainder of Paragraph 147, and, on that basis, denies the allegations.

148. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the first and second sentences of Paragraph 148, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the third sentence of Paragraph 148.

149. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the first and second

sentences of Paragraph 149, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the third sentence of Paragraph 149.

150. Rosenberger Site Solutions denies the allegations set forth in Paragraph 150.

151. Rosenberger Site Solutions denies the allegations set forth in Paragraph 151.

152. Rosenberger Site Solutions denies allegations set forth in the first sentence of Paragraph 152. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the remainder of Paragraph 152, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced document for its complete and accurate contents.

153. Rosenberger Site Solutions denies the allegations set forth in Paragraph 153.

154. Rosenberger Site Solutions denies the allegations set forth in Paragraph 154.

155. Paragraph 155 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 155, and, on that basis, denies the allegations.

156. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 156, and, on that basis, denies the allegations.

157. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 157, and, on that basis, denies the allegations.

158. Rosenberger Site Solutions denies the allegations set forth in Paragraph 158, and respectfully refers the Court to the entirety of the referenced document for its complete and accurate contents.

159. Rosenberger Site Solutions denies that Dkt. No. 6 applies to CellMax Technologies AB or to Northwest Instrument, Inc., and respectfully refers the Court to the referenced document for its complete and accurate contents.

160. Rosenberger Site Solutions denies that Dkt. No. 6 applies to CellMax Technologies AB or to Northwest Instrument, Inc., and respectfully refers the Court to the referenced document for its complete and accurate contents.

161. Rosenberger Site Solutions denies the allegations set forth in Paragraph 161.

162. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 162, and, on that basis, denies the allegations.

163. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 163, and, on that basis, denies the allegations.

164. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 164, and, on that basis, denies the allegations.

165. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 165, and, on that basis, denies the allegations.

166. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 166, and, on that basis, denies the allegations.

167. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 167, and, on that basis, denies the allegations.

168. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 168, and, on that basis, denies the allegations.

169. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 169, and, on that basis, denies the allegations.

170. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 170, and, on that basis, denies the allegations.

171. Rosenberger Site Solutions denies the allegations set forth in Paragraph 171.

172. Rosenberger Site Solutions denies the allegations set forth in Paragraph 172.

173. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 173, and, on that basis, denies the allegations.

174. Rosenberger Site Solutions denies the allegations set forth in Paragraph 174.

175. Rosenberger Site Solutions denies the allegations set forth in Paragraph 175.

176. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

177. Rosenberger Site Solutions denies the allegations set forth in Paragraph 177.

178. Rosenberger Site Solutions denies the allegations set forth in Paragraph 178.

179. Rosenberger Site Solutions denies the allegations set forth in Paragraph 179.

180. Rosenberger Site Solutions denies the allegations set forth in Paragraph 180.

181. Rosenberger Site Solutions denies the allegations set forth in Paragraph 181.

182. Rosenberger Site Solutions denies the allegations set forth in Paragraph 182.

183. Rosenberger Site Solutions denies the allegations set forth in Paragraph 183.

184. Rosenberger Site Solutions denies the allegations set forth in Paragraph 184.

185. Rosenberger Site Solutions denies the allegations set forth in Paragraph 185.

186. Rosenberger Site Solutions denies the allegations set forth in Paragraph 186.

187. Rosenberger Site Solutions denies the allegations set forth in Paragraph 187.

188. Rosenberger Site Solutions denies the allegations set forth in Paragraph 188.

189. Rosenberger Site Solutions denies the allegations set forth in Paragraph 189.

190. Rosenberger Site Solutions denies the allegations set forth in Paragraph 190.

191. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

192. Rosenberger Site Solutions denies the allegations set forth in Paragraph 192.

193. Rosenberger Site Solutions denies the allegations set forth in Paragraph 193.

194. Rosenberger Site Solutions denies the allegations set forth in Paragraph 194.

195. Rosenberger Site Solutions denies the allegations set forth in Paragraph 195.

196. Rosenberger Site Solutions denies the allegations set forth in Paragraph 196.

197. Rosenberger Site Solutions denies the allegations set forth in Paragraph 197.

198. Rosenberger Site Solutions denies the allegations set forth in Paragraph 198.

199. Rosenberger Site Solutions denies the allegations set forth in Paragraph 199.

200. Rosenberger Site Solutions denies the allegations set forth in Paragraph 200.

201. Rosenberger Site Solutions denies the allegations set forth in Paragraph 201.

202. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

203. Rosenberger Site Solutions denies the allegations set forth in Paragraph 203.

204. Rosenberger Site Solutions denies the allegations set forth in Paragraph 204.

205. Rosenberger Site Solutions denies the allegations set forth in Paragraph 205.

206. Rosenberger Site Solutions denies the allegations set forth in Paragraph 206.

207. Rosenberger Site Solutions denies the allegations set forth in Paragraph 207.

208. Rosenberger Site Solutions denies the allegations set forth in Paragraph 208.

209. Rosenberger Site Solutions denies the allegations set forth in Paragraph 209.

210. Rosenberger Site Solutions denies the allegations set forth in Paragraph 210.

211. Rosenberger Site Solutions denies the allegations set forth in Paragraph 211.

212. Rosenberger Site Solutions denies the allegations set forth in Paragraph 212.

213. Rosenberger Site Solutions denies the allegations set forth in Paragraph 213.

214. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

215. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 215, and, on that basis, denies the allegations.

216. Rosenberger Site Solutions denies the allegations set forth in Paragraph 216.

217. Rosenberger Site Solutions denies the allegations set forth in Paragraph 217.

218. Rosenberger Site Solutions denies the allegations set forth in Paragraph 218.

219. Rosenberger Site Solutions denies the allegations set forth in Paragraph 219.

220. Rosenberger Site Solutions denies the allegations set forth in Paragraph 220.

221. Rosenberger Site Solutions denies the allegations set forth in Paragraph 221.

222. Rosenberger Site Solutions denies the allegations set forth in Paragraph 222.

223. Rosenberger Site Solutions denies the allegations set forth in Paragraph 223.

224. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

225. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 225, and, on

that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced documents for their complete and accurate contents.

226. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 226, and, on that basis, denies the allegations. Rosenberger Site Solutions respectfully refers the Court to the referenced documents for their complete and accurate contents.

227. Paragraph 227 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 227, and, on that basis, denies the allegations.

228. Paragraph 228 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 228, and, on that basis, denies the allegations.

229. Paragraph 229 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 229, and, on that basis, denies the allegations.

230. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 230, and, on that basis, denies the allegations.

231. Paragraph 231 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 231.

232. Paragraph 232 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 232.

233. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 233, and, on that basis, denies the allegations.

234. Paragraph 234 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 234.

235. Paragraph 235 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 235.

236. Rosenberger Site Solutions denies the allegations set forth in Paragraph 236.

237. Paragraph 237 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 237.

238. Paragraph 238 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions respectfully refers the Court to the entirety of the referenced agreements for their complete and accurate contents.

239. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

240. Paragraph 240 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 240.

241. Paragraph 241 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 241.

242. Paragraph 242 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 242.

243. Paragraph 243 states legal conclusions to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or

information sufficient to form a belief as to the truth of the allegations set forth in the first sentence of Paragraph 243, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the remainder of the allegations set forth in Paragraph 216.

244. Paragraph 244 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 244, and, on that basis, denies the allegations.

245. Paragraph 245 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 245, and, on that basis, denies the allegations.

246. Rosenberger Site Solutions denies the allegations set forth in Paragraph 246.

247. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

248. Rosenberger Site Solutions admits that it is not a party to the Agreements referenced in Paragraph 248 and respectfully refers the Court to the referenced agreements for their complete and accurate contents.

249. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 249, and, on that basis, denies the allegations.

250. Rosenberger Site Solutions denies the allegations set forth in Paragraph 250.

251. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 251, and, on that basis, denies the allegations.

252. Paragraph 252 states legal conclusions to which no response is required. To the extent a response is required. Rosenberger Site Solutions denies the allegations set forth in Paragraph 252.

253. Rosenberger Site Solutions denies the allegations set forth in Paragraph 253.

254. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 254, and, on that basis, denies the allegations.

255. Rosenberger Site Solutions denies the allegations set forth in Paragraph 255.

256. Rosenberger Site Solutions denies the allegations set forth in Paragraph 256.

257. Rosenberger Site Solutions denies the allegations set forth in Paragraph 257.

258. Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the first sentence and the first clause of the second sentence of Paragraph 258, and, on that basis, denies the allegations. Rosenberger Site Solutions denies the allegations set forth in the remainder of Paragraph 258.

259. Paragraph 259 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 259, and, on that basis, denies the allegations.

260. Paragraph 260 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 260, and, on that basis, denies the allegations.

261. Rosenberger Site Solutions denies the allegations set forth in Paragraph 261.

262. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

263. Rosenberger Site Solutions denies the allegations set forth in Paragraph
263.

264. Rosenberger Site Solutions denies the allegations set forth in Paragraph
264.

265. Rosenberger Site Solutions denies the allegations set forth in Paragraph
265.

266. Rosenberger Site Solutions denies the allegations set forth in Paragraph
266.

267. Rosenberger Site Solutions denies the allegations set forth in Paragraph
267.

268. Rosenberger Site Solutions denies the allegations set forth in Paragraph
268.

269. Rosenberger Site Solutions denies the allegations set forth in Paragraph
269.

270. Rosenberger Site Solutions denies the allegations set forth in Paragraph
270.

271. Rosenberger Site Solutions denies the allegations set forth in Paragraph
271.

272. Rosenberger Site Solutions denies the allegations set forth in Paragraph
272.

273. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

274. Paragraph 274 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 274.

275. Rosenberger Site Solutions denies the allegations set forth in Paragraph 275, except admits that Rosenberger Site Solutions is a partially owned subsidiary of Rosenberger USA and makes certain decisions independently of other entities named as defendants.

276. Rosenberger Site Solutions denies the allegations set forth in Paragraph 276.

277. Rosenberger Site Solutions denies the allegations set forth in Paragraph 277.

278. Rosenberger Site Solutions incorporates by reference its responses to the foregoing allegations.

279. Paragraph 279 states a legal conclusion to which no response is required.

280. Paragraph 280 states a legal conclusion to which no response is required. To the extent a response is required, Rosenberger Site Solutions denies the allegations set forth in Paragraph 280.

281. Rosenberger Site Solutions denies the allegations set forth in Paragraph 281.

282. Rosenberger Site Solutions denies the allegations set forth in Paragraph 282.

283. Rosenberger Site Solutions denies the allegations set forth in Paragraph 283.

284. Rosenberger Site Solutions denies the allegations set forth in Paragraph 284.

285. Rosenberger Site Solutions denies the allegations set forth in Paragraph 285.

286. Rosenberger Site Solutions denies the allegations set forth in Paragraph 286.

287. Rosenberger Site Solutions denies the allegations set forth in Paragraph 287.

288. Rosenberger Site Solutions denies the allegations set forth in Paragraph 288.

AFFIRMATIVE DEFENSES

289. By alleging the Affirmative Defenses set forth below, Rosenberger Site Solutions intends no alteration of the burden of proof and/or burden of going forward with evidence which otherwise exists with respect to any particular issues at law or

in equity. Furthermore, all such defenses are pleaded in the alternative, and do not constitute an admission of liability or that Plaintiffs are entitled to any relief whatsoever.

First Affirmative Defense

290. Plaintiffs' claims are barred in whole or in part because the Second Amended Complaint fails to state a claim upon which relief can be granted.

Second Affirmative Defense

291. Plaintiffs' claims are barred in whole or in part by the applicable statutes of limitations, laches, and the statute of repose.

Third Affirmative Defense

292. Plaintiffs' claims are barred in whole or in part by the doctrines of laches, waiver, consent, release, estoppel, unclean hands, and/or ratification.

Fourth Affirmative Defense

293. Plaintiffs' claims are barred in whole or in part by the doctrine of equitable estoppel.

Fifth Affirmative Defense

294. Plaintiffs' claims are barred because Plaintiffs have failed to show that what they allege to be trade secrets are actually trade secrets under the law.

Sixth Affirmative Defense

295. Plaintiffs' claims are barred because, to the extent any form of trade secrets exists, Plaintiffs have not shown that Plaintiffs are the owners of the alleged trade secrets.

Seventh Affirmative Defense

296. Plaintiffs' claims are barred because Plaintiffs have failed to identify the specific trade secrets allegedly misappropriated and used by Defendants.

Eighth Affirmative Defense

297. Plaintiffs' claims are barred because the alleged trade secrets are either generally known or readily ascertainable by proper means, were not valuable business information, or were not the subject of efforts that were reasonable under the circumstances to maintain their secrecy.

Ninth Affirmative Defense

298. Plaintiffs' claims are barred because Plaintiffs failed to take reasonable steps to maintain and safeguard the secrecy of any information claimed in this action to be a trade secret.

Tenth Affirmative Defense

299. Plaintiffs' claims are barred because they have not suffered any losses or damages proximately caused by the conduct of Defendants alleged in the Second Amended Complaint.

Eleventh Affirmative Defense

300. Plaintiffs' trade secret misappropriation claims fail, in whole or in part, because Plaintiffs' alleged trade secrets have been disclosed publicly or were generally known.

Twelfth Affirmative Defense

301. Plaintiffs' trade secret misappropriation claims fail, in whole or in part, because the technology and processes used to make the accused products were independently developed.

Thirteenth Affirmative Defense

302. Plaintiffs' trade secret misappropriation claims fail, in whole or in part, because, to the extent Rosenberger acquired any alleged trade secret, it did so in a lawful manner.

Fourteenth Affirmative Defense

303. Plaintiffs' claims are barred in whole or in part because Plaintiffs have failed to mitigate any damages they may have suffered.

Fifteenth Affirmative Defense

304. Plaintiffs' claims are barred in whole or in part because they cannot demonstrate that Defendants acted with the requisite intent.

Sixteenth Affirmative Defense

305. Plaintiffs' claims for misappropriation of trade secrets fail, in whole or in part, on the grounds that the alleged trade secrets or other confidential and proprietary information for which Plaintiffs claim they are entitled to the relief sought are not trade secrets because Plaintiffs cannot meet their burden to show that the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

Seventeenth Affirmative Defense

306. Plaintiffs' claims are barred in whole or in part by the applicable statute of limitations.

Eighteenth Affirmative Defense

307. Plaintiffs are not entitled to injunctive relief because any injury to them is not immediate or irreparable, Plaintiffs would have an adequate remedy at law, the balance of hardships weighs against an injunction, and the public interest is best served by not issuing an injunction.

Nineteenth Affirmative Defense

308. Plaintiffs have not suffered and will not suffer harm as a result of Rosenberger's alleged misconduct.

Twentieth Affirmative Defense

309. Plaintiffs' claims under United States or state law have no extraterritorial effect. Plaintiffs are barred from asserting such claims concerning conduct outside the United States.

Twenty-First Affirmative Defense

310. Any decision by a court outside the United States, or agreement entered into by the parties outside the United States, should be given deference as a matter of comity.

Twenty-Second Affirmative Defense

311. Rosenberger Site Solutions hereby adopts by reference any additional applicable defense pleaded by any other defendant and not otherwise pleaded herein, as well as any defense available under the statutes relied upon by Plaintiffs. Rosenberger Site Solutions intends to rely upon any additional defense that is now or may become available or appears during or as a result of the discovery proceedings in this action, and expressly reserves its right to amend its answer to assert any such defense.

WHEREFORE, Rosenberger Site Solutions demands judgment in its favor and against the Plaintiffs, as follows:

- (a) For Rosenberger Site Solutions and against Plaintiffs on each and every claim set forth in the Second Amended Complaint;
- (b) Awarding Rosenberger Site Solutions reasonable attorneys'

fees and costs as well as such other and further relief as the Court may deem just and proper.

Dated: September 7, 2021

Respectfully submitted,

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